

APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR TO OWNER
(CONTINUED)

The undersigned, _____, being first duly sworn on oath and says

that he is President of _____, contractors for

(Project Title) _____

(Project Address) _____

(Agent) _____

That for the purposes of this work the foregoing order have been placed and the foregoing parties subcontracted with and these have furnished materials or have provided labor, or both, for said project.

That the amount of such order or subcontract is as stated above and that there is due and to become due them respectively, the amounts set opposite their names for materials or labor or both.

That this statement is made in compliance with to statutes relating to Mechanics Liens and for the purpose of procuring from Owner FINAL/PARTIAL payment in accordance with the terms of the contract and is a full, true and complete statement, of all parties furnishing labor and/or material, and of amounts paid, due and to become due them.

Subscribed and sworn to before me
this ____ day of _____, ____

Notary Public

Construction Contractor:

By: _____

Name: _____

Title: _____

SCHEDULE 8.06

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date of Issuance: _____

Project Name: _____	Description: _____
Work Location (s): _____	_____
Architect/Engineer: _____	_____
Construction Contractor's Representative: _____	Phone: _____
Owner's Project Manager: _____	Phone: _____
Construction Contractor Contract No: _____	Date: _____
Original Punch List Date: _____	Previous Revision Date _____

TO: (Owner)

DESIGNATED PORTION OF THE PROJECT SHALL INCLUDE: [add description of designated portion]

The work comprising the above designated portion of the project performed under the Contract Documents has been reviewed and is hereby found to be substantially complete. The Date of Substantial Completion of said Work is hereby established as _____.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of said Work is the date certified by the Architect/Engineer when construction is sufficiently complete in accordance with the Contract Documents so Owner can occupy and utilize beneficially said work for the use for which it is intended.

PUNCH LIST

A Punch List of items to be completed, corrected or delivered, initially prepared by Construction Contractor and revised by the Architect/Engineer and verified or amended by _____ as appropriate, is attached hereto as Appendix 1. The failure to include any items on such list does not alter the responsibility of Construction Contractor to complete all work in accordance with the Contract Documents. The date of the commencement of warranties for said work and for the items on the attached Punch List will be the date Construction Contractor receives final payment under and in accordance with the Contract Documents.

_____ ARCHITECT/ENGINEER	BY: _____	DATE: _____
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Construction Contractor will complete or correct the work and deliver all items in accordance with the requirements of said Punch List within _____ (____) days from the Date of Substantial Completion.

_____ CONSTRUCTION CONTRACTOR	BY: _____	DATE: _____
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CHANGE ORDER FORM

Change Order No. _____

Contract No.: _____

Project No.: _____

Location (Building/Floor): _____

Gentlemen: In accordance with this change we hereby adjust your contract as follows:

Original Contract Amount \$

Previous Contract Amount \$

Add for this Change \$

Deduct for this Change \$

Adjusted Contract Amount \$

Proceed with this work immediately.

The basis of this adjustment is _____ (Describe)

(Examples)

Proposed Change Order(s) dated MM/DD/YY (List) with corresponding backup.

Bulletin Number(s) dated MM/DD/YY (List) with corresponding backup.

Construction Field Order(s) dated MM/DD/YY (List) with corresponding backup.

Backup shall include detailed breakdown by Construction Contractor and all sub contractors.

Verify Hourly Rates and Unit Prices per Project Agreement (if established).

Review Change Order Values with Prime Architect/Engineer's Budget estimate for proposed change(s).

If Time & Material Change Order, ALL signed time tickets (signed by designated representatives of the General Construction Contractor and Owner's Project Manager) only will be accepted.

Change Orders may represent change in TIME as well as COST and must be taken into consideration during review and approval.

(Approvals)

Construction Contractor _____

**Authorized/Designated Representative Print Company's
and Signer's Name below**

Owner _____

Signed By Owner's Project Manager (Authorized Signer
for Invoices)

Customer _____

Authorized (User signature level for total of
ADD/DEDUCT creating the adjustment of this Change
Order providing that the total is within the Project's
approved budget.

If tenant related, Authorized Signature must Owner's
Records for Client's Cost Center Print Authorized
Signer's Name and Title Below Line. Add Lines if
hierarchy of signing authority is required

SCHEDULE C-3

PRODUCT SERVICES AGREEMENT

**SHORT FORM AGREEMENT AND GENERAL CONDITIONS
FOR
PRODUCT / SERVICES
CONTRACT NO. _____**

Pre-bid meeting ___ will/___ will not be held. If applicable, the pre-bid meeting will occur at _____
A.M./P.M. on _____, at _____.

When completed, return two (2) executed copies of this Short Form Agreement and General Conditions for
Product / Services if by U.S. mail addressed to Owner c/o _____,
_____, Mail Code _____,
if hand delivered to Owner c/o _____,
_____ Floor, _____, in each case for receipt by Owner by or before
A.M./P.M. on _____.

Owner:

Banc One Building Corporation
1 Bank One Plaza
Mail Code IL1-0503
Chicago, IL 60670-0503

Owner's Project Manager:

Karl Wm. Auwarter, VP, Real Estate

Site:

Building Owner/Manager:

None

Construction Manager:

Tishman Construction Corporation of Maryland
666 Fifth Avenue
New York, New York 10103-0256

Seller:

Seller's Key Staff Members:

Representative: _____

Superintendent: _____

Other Key Staff:

<u>Title</u>	<u>Name</u>
_____	_____
_____	_____
_____	_____
_____	_____

Seller's Authorized Signatories:

1. _____
2. _____
3. _____
4. _____

This Short Form Agreement and General Conditions for Product / Services ("Agreement") is made as of the _____ day of _____ ("Effective Date") between Owner and Seller. This Agreement, including all exhibits and schedules, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Seller, are in this Agreement called the "Contract" and the "Contract Documents". Owner and Seller agree to the terms and conditions set forth in the Contract Documents.

1. The description of the Product / Services is described in Exhibit A ("Products / Services").
2. Written notice shall be deemed to be duly served if served to Owner or Seller, as the case may be, at the respective address set forth below in accordance with Section 20 of the General Conditions attached on Exhibit E ("General Conditions"):

If to Owner, addressed to:

Attention: _____

If to Seller, addressed to:

Attention: _____

With a copy to:

Tishman Construction Corporation of
 Maryland
 666 Fifth Avenue
 New York, New York 10103-0256

3. The "Contract Sum" is a fixed price equal to \$ _____.
4. Construction Manager hereby represents to Seller that (i) Owner has retained Construction Manager to act as Owner's construction manager to arrange for the construction of the Project; and (ii) Construction Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Manager upon the terms and conditions set forth herein. All communications from Owner to Seller shall be delivered either (i) to Construction Manager with instructions to forward such communications to Seller, or (ii) directly to Seller with a simultaneous notification to Construction Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Construction Manager acting on Owner's behalf, and Seller shall be permitted to rely on all such written approvals unless and until Owner (and not Construction Manager) notifies Seller in writing to the contrary. Seller shall be entitled to rely on information communicated through the Construction Manager and work with the Construction Manager until Owner provides written notice of the termination of such Construction Manager's responsibilities or a substitution of such Construction Manager.
5. The "Delivery Date(s)" is(are) _____.
- This Agreement shall be effective only when: (i) Owner executes and delivers this Short Form Agreement and General Conditions for Product / Services; (ii) all appropriate blanks contained in this Agreement are completed; and (iii) each of the Exhibits A, B, C, and D (each of which is incorporated in this Agreement) has been completed and attached.

The parties have executed this Agreement as of the Effective Date.

SELLER:

FIRM: _____

By: _____

Name: _____

Title: _____

OWNER:

BANC ONE BUILDING CORPORATION,
 an Illinois Corporation

By: Tishman Construction Corporation of
 Maryland, as Banc One Building
 Corporation's agent and construction
 manager

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS
TO
SHORT FORM AGREEMENT AND GENERAL CONDITIONS
FOR PRODUCT / SERVICES

EXHIBIT A	PRODUCT / SERVICES
EXHIBIT B	SCHEDULE OF VALUES AND UNIT PRICES
EXHIBIT C	DRAWINGS AND SPECIFICATIONS
EXHIBIT D	ADDITIONAL WARRANTIES
EXHIBIT E	GENERAL CONDITIONS

EXHIBIT A

PRODUCT / SERVICES

Note: Describe Services and purpose of Products.

EXHIBIT B

SCHEDULE OF VALUES AND UNIT PRICES

EXHIBIT C

DRAWINGS AND SPECIFICATIONS

C-1

Short Form Agreement and General Conditions for Product / Services 3/03/2003

BANC ONE 07926
(CONFIDENTIAL)

**SCHEDULE A
INSURANCE
OWNER CONTROLLED INSURANCE PROGRAM
Bank One - Delaware Projects**

A. Owner Controlled Insurance Program

The Owner has elected to implement an Owner Controlled Insurance Program (OCIP) that will provide Workers' Compensation, Employer's Liability, General Liability and Excess Liability Insurance for the Construction Manager and all eligible Contractors of every tier providing direct labor on the Project. The Owner agrees to pay all premium associated with the OCIP including deductibles or self-insured retention unless otherwise stated in the Contract Documents.

The Owner will also provide Builder's Risk coverage as outlined in Section G (4).

Eligible Contractors include all contractors providing direct labor on the project site (see definition of ineligible contractors below). Temporary labor services and leasing companies that include direct labor on the project site are to be treated as a contractor.

B. Applicability of the OCIP

The following types of contractors (hereinafter called ineligible contractors) shall not be eligible for coverage in the OCIP: consultants, suppliers, vendors, materials dealers, guard services, janitorial services, truckers (including trucking to the project where delivery is the only scope of work performed), and other temporary project services. In addition to the above, the Owner may choose not to include in the OCIP contractors of any tier whose contract, on a single basis, does not exceed \$10,000 in value. Ineligible contractors shall be required to maintain their own insurance of the types and with the limits as set forth in Section L, at their own expense, and shall promptly furnish the Owner, or its designated representative, certificates of insurance giving evidence that all required insurance is in force.

C. Insurance Cost Identification

The Construction Manager and all eligible Contractors shall identify the cost of insurance on the Project, Form 2. The Construction Manager and all Contractors of every tier agree to identify all costs associated with the cost of insurance for all work, including but not limited to insurance premiums, expected losses within any retention or deductible program (loss rate), claims handling charges, service and broker fees, overhead and profit, using Form 2 (Insurance Cost Identification Worksheet). By completing and submitting this insurance cost information, including supporting documents to the Owner, Construction Manager and Contractors warrant that all cost for insurance as described in this paragraph have been correctly identified. Coverage and limit requirements are:

(1) Workers' Compensation and Employer's Liability Insurance:

WORKERS' COMPENSATION INSURANCE WITH Statutory Benefits as provided by state statute; and EMPLOYER'S LIABILITY LIMITS:

- (a) \$500,000 Bodily Injury each Accident
- (b) \$500,000 Bodily Injury by Disease - Policy Limit
- (c) \$500,000 Bodily Injury by Disease - Each Employee

(2) Commercial General Liability and Insurance:

- (a) Bodily Injury, Property Damage and General Aggregate limits as required in Article V.
- (b) The limits required in Article V. can be satisfied by a combination of general and umbrella liability policies.
- (c) Coverage should include but not be limited to the following supplementary coverage:

- (i) Contractual Liability to cover liability assumed under this agreement,
- (ii) Product and Completed Operations Liability Insurance,
- (iii) Broad Form Property Damage Liability Insurance,
- (iv) Explosion, collapse and underground hazards (deletion of the X,C,U exclusions) if such exposure exist, and
- (v) Independent Contractors.

Construction Manager and all eligible Contractors will provide Owner, or its designated Program Administrator and/or insurance carrier, with supporting documentation to verify the workers' compensation, general liability and umbrella liability rates to be used throughout the project to determine the Construction Manager's and Contractors' insurance credits. The insurance rates agreed to prior to execution of this agreement will be the rates used to calculate the final insurance credit for Construction Manager and each eligible Contractor of every tier. Any eligible Contractor of any tier that does not enroll in the OCIP will have a minimum 6% of their contract amount automatically deducted for their insurance credit.

Construction Manager and all eligible Contractors will be required to provide copies of their current declaration pages and premium rate pages for their workers' compensation, general liability and umbrella liability policies to verify the rates they are utilizing on the Insurance Cost Identification Worksheet. If eligible Contractors have insurance policies with deductibles or other loss sensitive programs, they must provide copies of the past five years audited workers' compensation payrolls, currently dated claim loss runs for those same five years for their workers compensation and general liability policies and copies of their deductible or program agreement with their insurance carrier to support the calculation of the loss rate and fixed cost (premium) rate being utilized. If eligible Contractor does not provide this information, the rates for the insurance credit will be calculated using one of the following two methods: 1) the OCIP carrier's manual rates for workers' compensation and general liability insurance or 2) the loss sensitive rates at maximum cost (the fixed cost plus the aggregate loss cost plus claims handling charges plus insurance agent/broker fee) for general liability and workers' compensation insurance.

It is understood and agreed, Construction Manager's and Contractors' insurance cost identified on their Insurance Cost Identification Worksheet, Form 2, is an initial estimate only. The final insurance cost will be subject to final audited payrolls, and if applicable, contract amount and cost of subcontracted work, multiplied by the appropriate insurance rates as agreed to prior to the start of the work. Because the OCIP is subject to a minimum premium, the final insurance credits for Construction Manager and each eligible Contractor of every tier will be subject to their minimum insurance credit and are only subject to an additional deductive change order/charge, not a credit/return. The contract award will be based on the total estimated cost of work including insurance costs. An initial deductive change order will be processed to transfer the insurance cost into the project insurance program. During the term of the contract, including extended periods thereof, the Owner shall have the right to recover all costs for insurance as described in Section C (1), (2), and (3) and Section D that are in addition to those initially identified in the initial deductive change order. The Owner shall have the right to recover these additional costs through deductive change orders.

Contractors of every tier shall complete and submit the Insurance Cost Identification Worksheet, Form 2 as part of their bid to Construction Manager. Construction Manager shall promptly provide copies of such Form 2's to Owner.

D. Change Order Pricing

Construction Manager shall price, and shall require that all eligible Contractors price change order pricing equal to or greater than fifty thousand dollars (\$50,000) to include the cost to provide insurance as specified in Section C using Construction Manager's and Contractors' previously agreed upon rates, and shall identify the amount of insurance contained in the change order proposal using the Supplemental Insurance Information Form, Form 3.

The Construction Manager's and eligible Contractors' price shall be adjusted by removing the cost of insurance as identified on Form 3. The Owner shall have the right to recover these additional costs through deductive change orders.

E. Responsibility for Contractors

The Construction Manager and its Contractors shall require each of their eligible subcontractors to identify the cost for the coverage associated with the work performed for or on their behalf as outlined in this agreement using the methods and documents described herein. Any eligible Contractor not enrolled in the OCIP will automatically have a minimum of 6% of their contract amount deducted from their contract for their insurance credit.

The Contractor shall include all of the provisions of this agreement in every subcontract so that such provisions will be binding upon each of its subcontractors.

F. Audit and Recovery of "Insurance Cost"

For insurance purposes, Construction Manager and Contractors of every tier agree, and shall require all tiers of subcontractors to agree, to keep and maintain accurate and classified records of its payroll for operations at the project site. Construction Manager and Contractors further agree, and will require all tiers of subcontractors to agree, to furnish to the Program Administrator (the insurance company and Willis) full and accurate payroll data and information in accordance with the requirements of the OCIP Project Insurance Manual, incorporated herein by this reference. Construction Manager and all Contractors shall permit the Owner or its representative to examine and/or audit its relevant books and records. Construction Manager and Contractors shall also provide any additional relevant information to Construction Manager or its appointed representatives as may be required. During the term of the Contractor's contract including extended periods thereof, the Construction Manager shall have the right to adjust the contract price to reflect the cost of the Contractors' insurance costs had the Owner not implemented an OCIP.

G. Sponsor Provided Coverage

The Owner, at its sole expense, has implemented an Owner Controlled Insurance Program (OCIP) to furnish certain insurance coverage with respects to on-site activities. All policies shall be issued by companies rated A- IX or higher in the most recent A.M. Best ratings. The OCIP will be for the benefit of the Owner, Construction Manager and its eligible Contractors of all tiers (unless specifically excluded) who have on-site employees. Such coverage applies only to work performed under this contract at the Project Site. Construction Manager and eligible Contractors must provide their own insurance for off-site activities that complies with Section L.

The Owner, at its sole expense, will provide and maintain in force the types of insurance listed in subparagraphs (1) through (4) below as a part of the OCIP for Construction Manager and all enrolled/eligible Contractors. Construction Manager and all enrolled Contractors will each receive their own workers' compensation policies and Construction Manager and all enrolled Contractors will be named as Additional Named Insureds on the master commercial general liability and excess liability policies. Construction Manager and all enrolled Contractors will receive certificates of insurance evidencing that they are Additional Named Insureds on the master commercial general liability and excess liability policies. Construction Manager and Contractors enrolled in the OCIP agree that the policy limits of liability, coverage terms, conditions and exclusions shall determine the scope of coverage provided by the OCIP. Construction Manager Contractors agree that the purpose of this section is to provide a general understanding of the coverage provided by the OCIP.

(1) Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable State laws. Limits of Liability and coverage will be as follows:

- (a) Workers' Compensation, form WC 00 00 00 A – Applicable State Statutory Benefits
- (b) Employer's Liability

- (i) \$1,000,000 Bodily Injury each Accident
- (ii) \$1,000,000 Bodily Injury by Disease – Policy Limit
- (iii) \$1,000,000 Bodily Injury by Disease – Each Employee

(c) Employers Liability Exclusions:

- (i) liability assumed under a contract;
- (ii) punitive or exemplary damages;
- (iii) bodily injury to an employee while knowingly employed in violation of the law;
- (iv) obligations imposed by a workers compensation, occupational disease or similar law;
- (v) bodily injury intentionally caused or aggravated by the insured;
- (vi) bodily injury occurring outside of the United States of America;
- (vii) any personnel practices, policies acts or omissions;
- (viii) bodily injury to any person subject to any federal workers or workmen's compensation law or occupational disease law;
- (ix) bodily injury to any person in work subject to the Federal Employers' Liability Act;
- (x) bodily injury to a master or member of the crew of any vessel;
- (xi) fines or penalties imposed for violation of federal or state law;
- (xii) damages payable under the Migrant and Seasonal Agricultural Worker Protection Act.

(2) Commercial General Liability Insurance will be provided on an "occurrence" form under a master liability policy with the following Limits of Liability, Coverage, and Terms:

(a) Limit of Liability:

\$1,000,000 Combined Single Limit any one occurrence and \$2,000,000 in the aggregate annually

(b) Coverage and Terms:

- (i) Occurrence Basis, CG 00 01 (10/01 edition date);
- (ii) Blanket Additional Insured endorsement (excluding completed operations)
- (iii) Blanket Contractual Liability;
- (iv) Products and Completed Operations (Two Year Term); with a term aggregate of \$2,000,000;
- (v) Independent Contractor's Liability;
- (vi) Personal Injury;
- (vii) Explosion, Collapse, and Underground (X, C, U exclusions deleted), and
- (viii) Designated Premises Only.

(c) Exclusions:

- (i) Expected or Intended Injury;
- (ii) Contractual Liability;
- (iii) Liquor Liability;
- (iv) Workers' Compensation and Similar Laws;
- (v) Employer's Liability;
- (vi) Aircraft, Auto or Watercraft;
- (vii) Mobile Equipment;
- (viii) War;
- (ix) Damage to Property;
- (x) Damage To Your Product;
- (xi) Damage To Your Work;
- (xii) Damage To Impaired Property Or Property Not Physically Injured;
- (xiii) Recall of Products, Work Or Impaired Property;
- (xiv) Employment Related Practices, form CG 21 47 (edition 7/98);

- (xv) Total Pollution Exclusion With A Hostile Fire Exception, form CG 21 55 (edition 9/99);
- (xvi) Exclusion- Engineers, Architects Or Surveyors Professional Liability, form CG 22 43 (edition 7/98);
- (xvii) Exclusion- Contractors- Professional Liability, form CG 22 79 (edition 7/98);
- (xviii) Total Lead Exclusion, form 58332 (edition 7/93);
- (xix) Radioactive Matter Exclusion, form 62898 (edition 9/01);
- (xx) Asbestos Exclusion Endorsement, form 65165 (edition 9/01);
- (xxi) Exclusion For Continuing Or Progressive "Bodily Injury", "Personal And Advertising Injury" Or "Property Damage", (manuscript form);
- (xxii) Fungus Exclusion, form 78689 (edition 8/01);
- (xxiii) Nuclear Energy Liability Exclusion Endorsement (Broad Form), form IL 00 21 (edition 4/98);

Additional Exclusions for Medical Payments:

- (i) Any Insured;
- (ii) Hired Person;
- (iii) Injury On Normally Occupied Premises;
- (iv) Workers Compensation And Similar Laws;
- (v) Athletic Activities;
- (vi) Products-Completed Operations Hazard;

Exclusions for Personal and Advertising Injury Liability:

- (i) Knowing Violation Of Rights Of Another;
- (ii) Material Published With Knowledge Of Falsity;
- (iii) Material Published Prior To Policy Period;
- (iv) Criminal Acts;
- (v) Contractual Liability;
- (vi) Breach Of Contract;
- (vii) Quality Of Performance Of Goods- Failure To Conform To Statements;
- (viii) Wrong Description Of Prices
- (ix) Infringement Of Copyright, Patent, Trademark Or Trade Secret;
- (x) Insureds In Media And Internet Type Business;
- (xi) Electronic Chatrooms Or Bulletin Boards;
- (xii) Unauthorized Use Of Another's Name Or Product;
- (xiii) Pollution;
- (xiv) Pollution- Related;

Additional Exclusions for Additional Insured- Owner, Lessees Or Contractors- Scheduled Person Or Organization, form CG 20 10 (edition 10/01):

- (i) This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (3) Excess Liability Insurance will be provided under a master liability policy with Limits of Liability, Coverages, and Terms as follows:

(a) Limits of Liability:

- (i) \$100,000,000 Any one occurrence and general aggregate annually; and
- (ii) \$100,000,000 Term Aggregate Products and Completed Operations.

(b) Coverage and Terms:

- (i) Excess of General Liability
- (ii) Excess of Employer's Liability
- (iii) Excess Completed Operations (Two Year Term)

(4) Builder's Risk Insurance

The Builder's Risk Insurance will provide Cause of Loss, Special (All-Risk) coverage on a replacement cost basis for the entire construction value, including change orders. This insurance will include as additional insureds Construction Manager and all tiers of Contractors in the Work. The policy includes 1) a waiver of subrogation for Construction Manager and all Contractors of every tier, 2) a sublimit of \$1,000,000 each claim for off-premises storage of materials and transit to the job-site and 3) a \$10,000,000 sublimit for flood and earthquake coverage. In addition to the standard policy exclusions, the policy may contain a terrorism exclusion.

The Builder's Risk will not provide coverage against loss including by theft or disappearance, of any materials (unless the materials are to be incorporated into the Project), tools, or equipment of the Construction Manager or any tier of Contractor, or any other person furnishing labor or materials for the Work.

All tiers of Contractor shall be responsible for the first \$25,000 of each and every loss.

Any loss insured under Exhibit I, G(4) is to be adjusted with the Owner and made payable to the Owner as fiduciary for the additional insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause. The Construction Manager shall pay each Contractor a just share of any insurance monies received by the Construction Manager, and Construction Manager shall require each Contractor to make payments to his subcontractors in a similar manner. Construction Manager agrees to reconstruct any portion of the Work lost, destroyed or damaged to the extent that Owner makes the proceeds of the insurance (and additional funds if such proceeds are less than replacement cost) available to Construction Manager.

The Owner will make available upon request for inspection by Construction Manager a certificate of Insurance evidencing builder's risk insurance to be furnished by Owner.

H. OCIP Certificates and Policies

All OCIP furnished insurance coverage outlined above shall be written by insurance companies approved by the Owner. The Owner, through the Program Administrator, shall provide all Contractor(s) with appropriate certificates of insurance evidencing the coverage outlined above.

I. Termination/Modification of the OCIP

The Owner reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise this right, the Owner shall provide thirty (30) days advance written notice of termination or material modification to Construction Manager and all Contractor(s) covered by the OCIP. The Construction Manager and all Contractors shall promptly obtain quotations for appropriate replacement insurance coverage and shall review such quotes with Owner. If such quotations are reasonably acceptable to Owner, then Construction Manager and Contractors shall promptly bind such replacement coverage at Owner's expense (except as noted below in this subparagraph I). If quotations obtained by Construction Manager or any of the Contractors are not reasonably acceptable to Owner, Owner and Construction Manager shall work together to identify appropriate replacement insurance coverage that is reasonably acceptable to the Owner. The actual documented cost of such replacement insurance will be reimbursed by the Owner, except as noted below in this subparagraph I. Written evidence of such insurance shall be provided to the Owner prior to the effective date of the termination or modification of the OCIP. The minimum acceptable coverage and limits of liability are as required in Section C. In addition, Construction Manager's umbrella liability policy limit of liability will be not less than \$100,000,000 each occurrence and aggregate.

J. Construction Manager and Contractors' Responsibilities

The Construction Manager and Contractors are required to cooperate with the Owner's Representative, Construction Manager, Program Administrator and insurance carriers with regards to the administration and operation of the OCIP. The Construction Manager and Contractors' responsibilities shall include, but not be limited to:

- (1) Complying with applicable construction safety requirements, the OCIP Project Manual and Claims Procedures as outlined in the respective manuals setting forth the administrative procedures required of the Construction Manager and Contractors;
- (2) Providing of necessary contract, operations and insurance information;
- (3) Immediately notifying the Program Administrator of all Contractors upon award of a contract by completing Form-1, Notice of Subcontract Award and Request for Insurance and sending to the Program Administrator;
- (4) Maintaining payroll records and other records as necessary for premium and insurance credit computation;
- (5) Cooperating with the insurance company and the Program Administrator with respect to requests for claims, payroll or other information required under the program;
- (6) Immediately notifying the Program Administrator when any Contractor-Provided Coverage have been canceled, materially changed, or not been renewed; and,
- (7) Timely completion of OCIP Forms:
 - (a) Construction Manager will complete a Notice of Subcontract Award and Request for Insurance – Form 1, upon award of each (Contractor) contract;
 - (b) Construction Manager and eligible Contractors of every tier will complete an Insurance Information Form – Form 2, upon award of a (Contractor) contract;
 - (c) Contractor will complete a Notice of Subcontract Award and Request For Insurance – Form 1, upon award of a (Contractor) contract to a second or third tier subcontractor.
 - (d) Construction Manager will complete a Notice of Completion – Form 4, upon completion of all work being performed under a Contractor's contract.
 - (e) Contractor will complete a Supplemental Insurance Information Form – Form 3, upon execution of any change order in excess of \$50,000.

Failure to follow the procedures outlined in the OCIP Project and Claims Procedures Manual or this Exhibit may result in withholding progress payments or contract default.

K. Assignment of Return Premiums

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and Builders' Risk and will be the sole recipient of any dividend(s) and/or return premium(s) generated by either. In consideration of the Owner providing of said coverage the Construction Manager and all eligible Contractor(s) agree to:

- (1) Identify all applicable insurance costs in their contract price, and cooperate with the Program Administrator in the confirmation of the Contractor's insurance cost.
- (2) Irrevocably assigned to and for the benefit of the Owner, all return premiums, premium discounts, dividends, retentions, credits, and any other monies due the Owner in connection with the

insurance which herein it agrees to provide, and Construction Manager and eligible Contractors agree to evidence same by signing Form 2. The Construction Manager and all eligible Contractors further agree to require each subcontractor of any tier to execute the assignment on Form 2, for the benefit of the Owner.

L. Contractor Provided Coverage

For any work under this contract, and until completion and final acceptance of the work all Ineligible Contractors as defined in Section B of this document shall provide certificates of insurance to Construction Manager giving evidence that coverage is in force, as required in Section C. The project site should be shown on the certificate and the Owner, Construction Manager and their directors, officers, representatives, agents and employees shall be endorsed as Additional Insureds on the Commercial General Liability Policy and Automobile Policy.

For any work under this contract, and until completion and final acceptance of the work, Construction Manager and all Contractors, at their own expense shall promptly furnish to the Owner certificates of insurance giving evidence that the following coverages are in force:

(1) Automobile Liability Insurance

\$1,000,000 combined single limit for bodily injury and property damage insuring all owned, non-owned and hired automobiles.

(2) Workers' Compensation and Employer's Liability Insurance (Off-site activities only for Construction Manager and enrolled/eligible Contractors):

Statutory Limits with Other States Endorsement and minimum Employer's Liability Limits as follows:

- (a) \$500,000 Bodily Injury each Accident
- (b) \$500,000 Bodily Injury by Disease – Policy Limit
- (c) \$500,000 Bodily Injury by Disease – Each Employee

(3) Commercial General Liability Insurance (Off-site activities only for Construction Manager and enrolled/eligible Contractors):

- (a) Commercial General Liability with a limit of liability as required in Article V. for bodily injury, property damage and personal injury, including the following coverages. (The limits can be satisfied by a combination of general and umbrella liability policies.)

- (i) Occurrence Basis;
- (ii) Premises Operations;
- (iii) Contractual Liability;
- (iv) Products/Completed Operations;
- (v) Broad Form Property Damage; and
- (vi) Independent Contractors.

(4) The Owner, Owner's Representative, Construction Manager and their directors, officers, representatives, agents and employees shall be endorsed as Additional Insureds on the Commercial General Liability and Automobile Liability policies as listed in Article U.

(5) Contractors' Pollution Liability Insurance

- (a) This coverage is required of Construction Manager and all Contractors.
- (b) Limits of Liability of \$2,000,000 each claim and aggregate with a deductible no greater than \$100,000 each claim.

- (c) The policy will provide coverage for sums that Construction Manager and Contractors become legally obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.
- (d) If the policy maintained by Construction Manager and/or Contractors is a "claims made" form, Construction Manager and/or Contractors will maintain this required coverage for four years after completion of the project.

(6) Professional Liability Insurance (Errors & Omissions)

- (a) The Construction Manager and all Contractors whose contracts require design services will maintain professional liability insurance providing coverage for claims allegedly arising out of errors, omissions or negligent acts due to their performance, or failure to perform, design, architectural, engineering, land surveying or interior design.
- (b) Limits of liability of not less than \$2,000,000 each claim and annual aggregate with a deductible no greater than \$100,000.

M. Certificate of Insurance

All required insurance shall be maintained without interruption from the date of commencement of the work under the agreement until the date of the final payment. The Construction Manager will provide Owner and the Contractors will provide the Construction Manager with a certificate of insurance evidencing compliance with the coverages, limits and conditions required in Section L until the date of final payments.

N. Notice of Cancellation

Policies and/or certificates of insurance shall specifically provide a thirty (30) day notice of cancellation, non-renewal or material change to be sent to the Owner and Construction Manager.

O. Other Insurance

Any type of insurance or any increase of limits of liability not described above which a Contractor requires for its own protection or on account of any statute shall be its own responsibility and its own expense.

P. Contractor Participation

Upon the execution of any subcontract, the Construction Manager will immediately report that subcontract to the Program Administrator for enrollment in the OCIP. The Contractor shall incorporate all the provisions of this agreement in any subcontractor agreement and shall cause its Contractors to cooperate fully with the Owner, Construction Manager, Program Administrator and insurance companies for the project, in the administration of the OCIP. The Contractor agrees to cooperate in the safety and accident prevention program and claim handling procedures as established for the project. In accordance with this paragraph Construction Manager shall not permit any eligible Contractor of any tier to enter the project site prior to notifying the Program Administrator, by completion of Form 1, of the Contractor's enrollment in the Owner Controlled Insurance Program (OCIP); failure to do so may negate the afforded coverage(s).

Q. Waiver of Subrogation

The Construction Manager and all Contractors waive all rights of subrogation and recovery against the Owner, Willis, Construction Manager and other Contractor(s) of all tiers to the extent of any loss or damage, which is insured under the OCIP. Notwithstanding the foregoing and not by way of limitation of the same, Contractor waives its rights of subrogation and recovery for damage to any property or equipment against the Owner, Willis, Construction Manager and other Contractor(s) of all tiers. Each Contractor shall require all subcontractor(s) to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to their work.

R. No Release

The carrying of the above-described insurance shall in no way be interpreted as relieving the Construction Manager or Contractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation or order.

S. Approval of Forms and Companies

All insurance described in this agreement shall be written by an insurance company or companies reasonably satisfactory to the Owner and licensed to do business in Maryland and shall be in a form and content reasonably satisfactory to the Owner. No party subject to the provisions of this agreement shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

T. The Project OCIP Project and Claims Procedures Manual

The Construction Manager and all Contractors shall adhere to and perform all reporting requirements as detailed in the OCIP Insurance Project and Claims Procedures Manual. Failure to follow the procedures outlined in the manual may result in fines being assessed by the appropriate state agencies or commissions or default judgments from a lawsuit against Owner, Construction Manager or the Contractor. The Contractor, shall at it's own expense, be responsible for any fines or judgments arising out of failure to follow these procedures.

U. Additional Insureds:

- Banc One Building Corporation, its parent and affiliates, directors, officers, representatives, agents and employees
- Tishman Construction Corporation
- Tishman Construction Corporation of Maryland
- Gensler (architect)
- EYP Mission Critical Facilities, Inc. (engineer)
- and their directors, officers, representatives, agents and employees

V. General Liability/Umbrella Liability Requirements

The following limits of liability apply based on Contractors' trade classification. The limits required can be satisfied by a combination of general and umbrella liability policies.

BASE BUILDING/CORE & SHELL

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Access Flooring	\$ 3,000,000
Acoustical Ceilings	\$ 2,000,000
Architectural Woodworking	\$ 3,000,000
Balcony Railings	\$ 5,000,000

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Carpentry, Drywall & Insulation	\$10,000,000
Carpeting	\$ 2,000,000
Caulking & Sealing	\$ 5,000,000
Ceramic Tile	\$ 2,000,000
Concrete Work	\$10,000,000
Convactor Enclosures	\$ 3,000,000
Cranes	\$25,000,000
Curtain Wall	\$10,000,000
Demolition	\$20,000,000
Electrical	\$10,000,000
Elevator Entrances	\$10,000,000
Elevators	\$10,000,000
Excavation & Foundation	\$10,000,000
Fireplaces	\$ 2,000,000
Food Service Equipment	\$ 2,000,000
Glass & Glazing	\$10,000,000
Granite Façade	\$10,000,000
Hoists	\$25,000,000
HVAC	\$10,000,000
Landscaping	\$ 5,000,000
Lath & Plaster	\$ 3,000,000
Lobby Finishes	\$ 3,000,000
Lockers	\$ 2,000,000
Louvers	\$ 3,000,000
Masonry	\$10,000,000
Mirrors	\$ 3,000,000
Miscellaneous Iron	\$10,000,000
Ornamental Metals	\$ 5,000,000
Painting & Finishing	\$ 2,000,000
Piling	\$10,000,000
Plumbing	\$10,000,000
Progress Photographs	\$ 2,000,000
Refuse Chute (Construction)	\$10,000,000
Resilient Flooring	\$ 2,000,000
Roll-Up Doors	\$ 3,000,000
Roofing, Waterproofing & Sheetmetal	\$10,000,000
Rubbish Removal (Construction)	\$ 5,000,000

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Scaffolds	\$20,000,000
Security Guard Service	\$ 3,000,000
Shower Doors	\$ 3,000,000
Sidewalk Bridges	\$20,000,000
Signs & Graphics (Exterior)	\$10,000,000
Signs & Graphics (Interior)	\$ 5,000,000
Site Improvements	\$ 5,000,000
Skylights	\$10,000,000
Spray Fireproofing	\$10,000,000
Sprinkler System	\$10,000,000
Stonework (Granite & Marble)	\$10,000,000
Storefronts	\$10,000,000
Structural Steel	\$20,000,000
Stucco (Exterior)	\$10,000,000
Surveying	\$ 2,000,000
Swimming Pools	\$ 5,000,000
Tennis Courts	\$ 3,000,000
Test Boring	\$ 5,000,000
Testing & Inspection	\$ 2,000,000
Toilet Partitions	\$ 2,000,000
Trash Chute (Compactor)	\$ 5,000,000
Trash Compactor	\$ 2,000,000
Venetian Blinds	\$ 3,000,000
Waterproofing & Dampproofing	\$10,000,000
Window Washing Equipment	\$10,000,000
Windows	\$10,000,000
Wood Flooring	\$ 2,000,000

INTERIOR FITOUT/TECHNOLOGIES

<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Acoustical Ceiling	\$ 1,000,000
Aluminum Windows	\$ 3,000,000
Balcony Railings	\$ 5,000,000
Carpeting	\$ 1,000,000
Carpentry, Millwork, etc.	\$ 2,000,000

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<u>Trade Classification</u>	<u>Per Occurrence and General Aggregate Combined Single Limit</u>
Caulking & Sealing	\$ 1,000,000
Ceramic Tile	\$ 1,000,000
Concrete Work	\$ 3,000,000
Cranes	\$25,000,000
Demolition	\$ 5,000,000
Drywall	\$ 2,000,000
Electrical	\$ 3,000,000
Elevators	\$ 5,000,000
Façade Cleaning	\$ 5,000,000
General Contractor	\$10,000,000
Glass & Glazing	\$ 3,000,000
Hoists	\$25,000,000
HVAC	\$ 3,000,000
Lath & Plaster	\$ 2,000,000
Lockers	\$ 1,000,000
Masonry/Stone	\$ 3,000,000
Metal Toilet Partitions & Accessories	\$ 1,000,000
Ornamental Misc. Metals	\$ 2,000,000
Painting & Finishing	\$ 1,000,000
Plumbing	\$ 3,000,000
Resilient Flooring	\$ 1,000,000
Roofing & Sheet Metal	\$ 3,000,000
Scaffolding	\$20,000,000
Signs & Graphics	\$ 1,000,000
Sprayed Fireproofing	\$ 2,000,000
Sprinkler System	\$ 3,000,000
Structural Steel	\$ 5,000,000
Waterproofing	\$ 1,000,000

SCHEDULE B
TO
GENERAL CONDITIONS TO PRODUCT / SERVICES AGREEMENT
SUPPLIER DIVERSITY REPORT FORM

BANK ONE CORPORATION
SUPPLIER DIVERSITY REPORT FORM
Minority and Women-owned Business Enterprise Participation

BANK ONE.

COMPANY INFORMATION

Company Name	Product/Service		
Address	City	State	Zip Code
Contact Person	Title	Phone No. ()	Fax No. ()

Instructions – Complete the requested information for each certified Minority/Women-owned Business Enterprise (M/WBE) supplier that you used during the previous quarter

Submit This Form

- February 4th, for quarter end December 31
- May 7th, for quarter end March 31
- August 6th, for quarter end June 30
- November 5th, for quarter end September 30

Mail Form To

Bank One Corporation
 1 Bank One Plaza
 SDD Reporting
 Mail Code IL1-0376
 Chicago, IL 60670-0376

List actual M/WBE, SBE, and SDB suppliers your firm used on this Bank One contract. Please be advised that this information will be confirmed with the M/WBE, SBE, and SDB suppliers that you have listed. You are required to notify a SDD officer prior to deleting any M/WBE, SBE, and SDB suppliers. If you have questions, or need help locating M/WBE, SBE, and SDB suppliers, contact SDD at (800) 336-7589.

Total contract sales/revenue to Bank One for this reporting period \$ _____

Report for: Quarter End:

☐ Mar

☐ Jun

☐ Sep

☐ Dec

Year _____

Are you reporting this information to any other company/agency? ☐ YES ☐ NO

Reporting Methodology

Bank One accepts the direct or indirect method of reporting M/WBE, SBE, and SDB participation. A primary supplier may choose the reporting method most appropriate in conjunction with the product or service being provided.

Direct Method – use this reporting method when the M/WBE, SBE, and SDB supplier's expenditures are directly related to fulfilling a specific Bank One invoice, traceable to the invoice, and the direct expenditures paid to the M/WBE, SBE, and SDB (Primary suppliers are encouraged to use this method of reporting).

Indirect Method – use this reporting method when you cannot track M/WBE, SBE, and SDB supplier's expenditures to a specific Bank One invoice. The following formula is to be applied to prorate your expenditures with M/WBE's, SBE's, and SDB's.